



CITY OF LODI

COUNCIL COMMUNICATION

AGENDA TITLE: Retain the Firm of Boyle Engineering Corporation to Prepare Phase I of a Water Supply Master Plan (\$10,500)

MEETING DATE: February 5, 1997

PREPARED BY: Public Works Director

RECOMMENDED ACTION: That the City Council authorize the City Manager to execute the attached Agreement for Professional Services with Boyle Engineering Corporation, of Sacramento, for the purpose of developing Phase I of a water supply master plan for the City of Lodi and appropriate funds in accordance with the recommendation shown below.

BACKGROUND INFORMATION: Toward the end of the last calendar year, we began considering engineers for the development of a water supply master plan for the City of Lodi. After obtaining numerous recommendations, we interviewed the two firms which were most familiar with the water projects San Joaquin County is undertaking and the projects East San Joaquin Parties (ESJP) and East Bay Municipal Utility District (EBMUD) are evaluating.

The two firms interviewed were both very capable in water engineering and planning. Boyle Engineering was chosen because of its unique approach to developing our proposed water supply master plan. Boyle Engineering has also shown to be very responsive to the needs of its clients and is not aligned with EBMUD. Boyle's approach broke the project up into two phases. Phase I will include conducting a public workshop to discuss all of the possible future water supply sources the City should consider. We felt that, with the active participation the Chamber of Commerce received in its water forum, this workshop would receive good attendance. The City would work with the Chamber in putting this workshop together. Phase II will study, in detail, those sources which were felt to be most practical and cost effective.

The City Attorney has reviewed and approved as to form the attached Agreement for Professional Services and Scope of Work for Phase I.

FUNDING: Requested Appropriation: 18.1 DBCP Reimbursement Account \$10,500

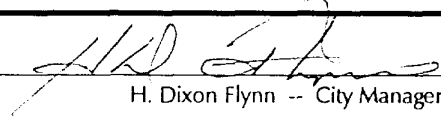

Jack L. Ronsko
Public Works Director

JLR/lm

Attachment

cc: City Attorney
Water/Wastewater Superintendent
Boyle Engineering
Chamber of Commerce

APPROVED: _____


H. Dixon Flynn -- City Manager



Boyle Engineering Corporation

AGREEMENT FOR PROFESSIONAL SERVICES

THIS AGREEMENT, entered into at Lodi, California

on the _____ day of _____, 19____, by and between City of Lodi

_____, hereinafter called "Client,"

and BOYLE ENGINEERING CORPORATION, a California corporation, hereinafter called "Boyle," is as follows:

The Client engages Boyle to perform professional services for a project known and described as
Water Supply Planning Support

Phase I - Facilitated Workshop to Discuss City Water Issues

_____, hereinafter called the "Project."

The Client and Boyle, for mutual consideration hereinafter set forth, agree as follows:

A. Boyle agrees to provide and perform certain professional services for Client upon the Project as follows:
See Scope of Work, dated January 21, 1997

B. Period in which services are to be rendered: Through June 1, 1997

C. Client's responsibility shall be as follows: Provide existing data and documents for Boyle
review; Participate in planning meeting, workshop, and follow-up meeting; Provide
timely review of submittals.

D. Client agrees to pay Boyle as compensation for its services as follows: On a time-and-materials
basis in accordance with the rates included in the January 21, 1997 letter. The fee
of \$9,500 will not be exceeded without prior written authorization from the City.

IN WITNESS WHEREOF, the parties hereto have accepted, made and executed this agreement upon the terms, conditions, and provisions above stated, and on the reverse side hereof, the day and year first above written.

BOYLE ENGINEERING CORPORATION

(Boyle)

By

Title

Glenn A. McHugh
Managing Engineer

(Client)

By

Title

STANDARD PROVISIONS OF AGREEMENT FOR PROFESSIONAL SERVICES

The Client and Boyle agree that the following provisions shall be part of their agreement.

1. Neither the Client nor Boyle shall assign its interest in this agreement without the written consent of the other.

2. All agreements on Boyle's part are contingent upon, and Boyle shall not be responsible for damages or be in default, or be deemed to be in default, by reason of delays in performance by reason of strikes, lock-outs, accidents, acts of God and other delays unavoidable or beyond Boyle's reasonable control, or due to shortages or unavailability of labor at established area wage rate or delays caused by failure of Client or Client's agents to furnish information or to approve or disapprove Boyle's work promptly, or due to late or slow, or faulty performance by Client, other contractors, or governmental agencies, the performance of whose work is precedent to or concurrent with the performance of Boyle's work. In the case of the happening of any such cause of delay, the time of completion shall be extended accordingly.

3. In the event that any changes are made in the work performed hereunder, by the Client or persons other than Boyle, which affect Boyle's work, any and all liability arising out of such changes is waived as against Boyle and the Client assumes full responsibility for such changes unless Client has given Boyle prior notice and has received from Boyle written consent for such changes.

4. Boyle is not responsible, and liability is waived by Client as against Boyle, for use by Client or any other person of any data, reports, plans or drawings not signed by Boyle.

5. All tracings, survey notes, and other original documents are instruments of service and shall remain the property of Boyle, except where by law or precedent these documents become public property.

6. Boyle's liability to the Client for injury or damage to persons or property arising out of work performed for the Client and for which legal liability may be found to rest upon Boyle, other than for professional errors or omissions, will be limited to \$1,000,000. For any damage on account of any error, omission or other professional negligence Boyle's liability will be limited to a sum not to exceed \$50,000 or Boyle's fee, whichever is greater.

7. Fees and all other charges will be billed monthly as the work progresses, and the net amount shall be due at the time of billing.

8. Interest of 1½% per month (but not exceeding the maximum rate allowable by law) will be payable on any amounts not paid within 30 days of the billing date, payment thereafter to be applied first to accrued interest and then to the principal unpaid amount. Any attorney's fees or other costs incurred in collecting any delinquent amount shall be paid by the Client.

9. The Client shall pay the costs of checking and inspection fees, zoning and annexation application fees, assessment fees, soils engineering fees, soils testing fees, aerial topography fees, and all other fees, permits, bond premiums, title company charges, blueprints and reproductions, and all other charges not specifically covered by the terms of this agreement.

10. In the event all or any portion of the work prepared or partially prepared by Boyle is suspended, abandoned, or terminated, the Client shall pay Boyle for the work performed on an hourly basis, not to exceed any maximum contract amount specified herein.

11. Any Opinion of the Construction Cost prepared by Boyle represents his judgment as a design professional and is supplied for the general guidance of the Client. Since Boyle has no control over the cost of labor and material, or over competitive bidding or market conditions, Boyle does not guarantee the accuracy of such opinions as compared to contractor bids or actual cost to the Client.

12. The Client agrees that in accordance with generally accepted construction practices, the construction contractor will be required to assume sole and complete responsibility for job site conditions during the course of construction of the project, including safety of all persons and property and that this requirement shall be made to apply continuously and not be limited to normal working hours.

13. In the performance of its professional services, Boyle will use that degree of care and skill ordinarily exercised under similar conditions in similar localities and no other warranties, express or implied,

are made or intended in any of Boyle's proposals, contracts or reports. The Client agrees to defend, indemnify and hold Boyle, its consultants, agents, directors, officers and employees harmless from any and all claims, damages, losses, expenses and liability, real or alleged, in connection with the performance of work on this project, excepting liability caused by the sole negligence of Boyle.

14. For services involving or relating to hazardous materials, it is further agreed that the Client shall indemnify, defend and hold harmless Boyle and its consultants, agents, directors, officers and employees from and against all claims, damages, losses and expenses, direct and indirect, and consequential damages, including but not limited to fees and charges of attorneys and court and arbitration costs, arising out of or resulting from the performance of the work by Boyle, or claims against Boyle arising from the work of others, related to hazardous materials, to the fullest extent permissible by law, regardless of any action or omission (active, passive or comparative negligence included) on the part of Boyle. The above indemnification provision extends to claims against Boyle which arise out of, are related to, or are based upon, the actual, alleged or threatened discharge, dispersal, release, saturation or escape of pollutants, and any directive to test for, monitor, clean up, remove, contain, treat, detoxify or neutralize pollutants. "Pollutants" means any solid, liquid, gaseous or thermal irritant or contaminant, including smoke, vapor, soot, fumes, acids or alkalis, chemicals and waste.

15. It is further agreed that the Client shall indemnify and hold harmless Boyle and its consultants, agents, directors, officers and employees from and against all claims, damages, losses and expenses, direct and indirect, and consequential damages, including but not limited to fees and charges of attorneys and court and arbitration costs, arising out of or resulting from the performance of the work by Boyle, or claims against Boyle arising from the work of others, related to asbestos activities, to the fullest extent permissible by law, regardless of any action or omission (active, passive or comparative negligence included) on the part of Boyle. "Asbestos activities" means any specification of, other use of, or exposure to material or process containing asbestos, failure to detect the existence or proportion of asbestos in a product, material or process and the performance or failure to perform abatement, replacement or removal of a product, material or process containing asbestos.

16. In the event Client fails to pay Boyle within thirty (30) days after invoices are rendered, then Client agrees that Boyle shall have the right to consider said default a total breach of this agreement and the duties of Boyle under this agreement terminated upon five (5) days written notice. This agreement may be terminated by either Client or Boyle upon thirty (30) days written notice in the event of substantial failure of the other party to perform in accordance with the terms of this agreement. Client expressly agrees to hold Boyle harmless from any liability arising out of Boyle's termination of its services hereunder due to Client's failure to perform and/or pay in accordance with the provisions of this agreement. In the event of termination of this agreement, Client shall then promptly pay Boyle for all of the fees, charges and services performed by Boyle in accordance with the compensation arrangements under this agreement or on an agreed hourly basis.

17. Should litigation be necessary to enforce any term or provision of this agreement, or to collect any portion of the amount payable under this agreement, then all litigation and collection expenses, witness fees and court costs, and attorney's fees shall be paid to the prevailing party.

18. Should any provision herein be found or deemed to be invalid, this agreement shall be construed as not containing such provision, and all other provisions which are otherwise lawful shall remain in full force and effect, and to this end the provisions of this agreement are declared to be severable.

19. Services provided within this agreement are for the exclusive use of the Client.

20. There are no understandings or agreements except as herein expressly stated.

21. This agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

Water Supply Planning Support
Phase I - Facilitated Workshop to Discuss City Water Issues

Scope of Work

January 21, 1997

Task 1 - Review Existing Water Master Plan

Review the City's existing Water Master Plan, dated September 1990, the General Plan EIR, and the General Plan Update material currently being prepared that describes the City's current water supplies, projected water needs, existing groundwater quality problems, and existing water conservation efforts.

Task 2 - Assist City with Organization of Facilitated Workshop

Meet with City staff to plan the facilitated workshop. Discussion topics will be: specific meeting objectives, meeting structure, meeting location, meeting duration, list of potential attendees (individuals and organizations) to receive invitations, and informational graphics needed to facilitate discussion (maps, etc.). Prepare a draft invitation letter for City staff to finalize and send to potential attendees.

Task 3 - Conduct Facilitated Workshop

Facilitate a 3 to 6 hour workshop on City water supply issues. Provide easels, paper, markers, etc. Prepare informational graphics. The following graphics are anticipated: the City's groundwater decline, the City's past water usage and projected water needs, the City's existing water supply, and a rough idea of the potential impact of the expansion of the City's existing water conservation program based on a comparison of other cities of similar size. It is anticipated that the workshop will be attended by 25 to 30 people. The workshop will be facilitated by Glenn McPherson with the assistance of Dave Hardan.

Task 4 - Summarize Workshop

Prepare a written draft summary of the information discussed at the workshop for City staff to distribute to workshop attendees (if desired) for added follow-up comments.

Task 5 - Meet with City to Discuss Workshop and Approach to Phase II

Meet with City staff to review the draft summary of the workshop and input received following the workshop. Also, discuss and determine the approach to Phase II of the water supply planning effort.

Task 6 - Finalize Workshop Summary and Scope of Work for Phase II

Finalize the Workshop Summary and provide the City with five (5) copies and a “camera ready” master. The Summary will include the following items:

- Graphs that show the City’s groundwater decline
- Graphs that show the City’s past water usage and projected water needs
- Recap of City’s existing water supply
- Recap of County’s efforts and their proposed projects
- Recap of City’s present groundwater-quality problems
- Recap of all future water supply alternatives developed from workshop
- List of recommended alternatives to be evaluated under Phase II

Finalize the scope of work and budget estimate for Phase II.

Task Cost Report

CITY OF LODI
Public Works Department

Water Supply Planning - Ph. I
Jan 21, 1997
Project Mgr: Glenn McPherson

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----- Task Descriptions -----	D a t e		Personnel-Hours				Total Hours	C O S T I N D O L L A R S		
	Start	Finish	A	B	C	D		Labor	Other Direct	Totals
Task 1 - Rev Exist Water Master Plan	02/17/97	02/21/97	4	4	0	0	8	1120	0	1120
Task 2 - Asst w/Workshop Organization	02/24/97	03/07/97	3	4	0	1	8	1015	50	1065
Task 3 - Facilitate Workshop	03/10/97	03/14/97	8	16	8	4	36	4020	300	4320
Task 4 - Summarize Workshop	03/17/97	03/21/97	1	4	2	1	8	855	100	955
Task 5 - Meet with City to Discuss	03/24/97	03/28/97	3	3	0	0	6	840	50	890
Task 6 - Final Summary & Ph II Scope	03/31/97	04/04/97	2	4	2	2	10	1050	100	1150
Project Total			21	35	12	8	76	8900	600	9500

Resource Code	Avg Rate
A = Dave Hardan	150.00
B = Glenn McPherson	130.00
C = CADD Operator	70.00
D = Clerical	45.00

**HOURLY RATE SCHEDULE
Boyle Engineering Corporation**

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**City of Lodi
Water Supply Planning Support
Phase I - Facilitated Workshop to Discuss City Water Issues**

Engineers, Planners, Water Resources Specialists, Geologists, Scientists:

Assistant I	\$60.00 per hour
Assistant II	\$65.00 per hour
Associate	\$80.00 per hour
Senior I	\$98.00 per hour
Senior II	\$105.00 per hour
Principal	\$130.00 per hour
Officer	\$150.00 per hour

Construction Administration Personnel:

Resident Project Engineer	\$72.00 per hour
Senior Resident Project Representative	\$87.00 per hour
Senior Resident Engineer	\$113.00 per hour

Technical Support Staff:

Designer Supervisor	\$80.00 per hour
Senior Technician/Senior Designer	\$65.00 per hour
Certified Engineering Technician/Designer	\$60.00 per hour
Design CAD Operator	\$60.00 per hour
Senior CAD Operator/Senior Drafter	\$55.00 per hour
CAD Operator/Drafter	\$45.00 per hour
Technical Typist/Word Processor	\$45.00 per hour
Programmer/Analyst	\$60.00 per hour

Direct Project Expenses:

Photocopies - Color 8 x 10/11 x 17	\$2.00/\$5.00 per page
Photocopies - Black & White	\$0.15 per page
Blueline/Blackline	\$0.10 per sq. ft.
Bond	\$0.50 per sq. ft.
Vellum	\$1.00 per sq. ft.
Film	\$2.00 per sq. ft.
Long Distance Telephone	\$0.50 per minute
Travel - Automobile/Truck - Out of Town	\$0.35 per mile
Travel - Other Than Automobile	Actual Cost + 15%
Subcontracted Services	Actual Cost + 15%
Video Camera (per day or any portion thereof)	\$25.00 per day

Computer Service and Computer Aided Design

See Separate Schedule

If authorized by the client, an overtime premium multiplier of 1.5 will be applied to the billing rate of hourly personnel who work overtime in order to meet a deadline which cannot be met during normal hours. Applicable sales taxes, if any, will be added to these rates. Invoices will be rendered monthly. Payment is due upon presentation. A late payment finance charge of 1.5% per month (but not exceeding the maximum rate allowable by law) will be applied to any unpaid balance commencing 30 days after the date of the original invoice.

**STANDARD RATE SCHEDULE
COMPUTER SERVICES
Boyle Engineering Corporation**

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**City of Lodi
Water Supply Planning Support
Phase I - Facilitated Workshop to Discuss City Water Issues**

Hewlett Packard HP 3000/925 Super Minicomputer System

Terminal, Printer or Plotter	\$38.50 per hour
Resource Charge - SURGE analysis	\$6.00 per min

Electrostatic Plotter - SP 7600

(Includes computer time to drive the plotter)	\$24.00 per hour
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Microcomputers (Personal Computers)

Microcomputer System with Laser Printer	\$7.05 per hour
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Resource Charges for Microcomputers

Resource charges are in addition to the above rates and cover the use of special purpose software and extra equipment such as pen plotters, high resolution monitors, and digitizers which are used with CADD software.

AutoCAD Computer Aided Design	\$ 8.25 per hour	STAAD III - Structural Design	\$ 19.50 per hour
MicroStation (Intergraph) CADD	\$ 8.25 per hour	AES HYDRO - Hydrologic Analysis	\$ 67.50 per hour
SCADA - Structural Analysis	\$ 12.00 per hour	BoyleNet - Water Distrib Analysis	\$ 5.00 per hour
DAPPER - Electrical Design	\$ 75.00 per hour	EXKYPIPE - Water Distrib Analysis	\$ 10.00 per hour
CAPTOR - Overcurrent Analysis	\$108.00 per hour	BoyleCOGO - Coordinate Geometry	\$ 4.00 per hour
SAP90 - Structural Analysis	\$ 100.00 per hour	BDTM - Digital Terrain Model	\$ 5.00 per hour
Carrier HVAC System Design	\$ 50.00 per hour	BOYLEPLAN - Project Management	\$ 10.00 per hour
PRIMAVERA - Project Management	\$ 60.00 per hour	SWAN - Sanitary Sewer Analysis	\$ 10.00 per hour
BFMS - Facilities Management	\$ 45.00 per hour	CONTOURS - Contour Plotting	\$ 10.00 per hour
GWFM - Groundwater Modeling	\$ 15.00 per hour	LARSA - Structural Analysis	\$ 7.50 per hour
TERRAMODEL	\$ 12.75 per hour	HASS - Sprinkler Analysis	\$150.00 per hour
GEOPAK - Highway Design	\$ 15.00 per hour	ICPR - Drainage Design	
RFANAL - Radio Freq. Analysis	\$ 10.00 per hour		

Other Notes

Charges for outside computer services will be billed at invoice cost plus twenty-five percent.

This rate schedule is subject to general revision annually. New equipment categories and resource charges may be added at any time.